

AMENDMENT TO AGREEMENT

THIS AMENDMENT (hereinafter “Amendment”) is made and entered into this ____ day of ____, 2009, by and between Shelby County Government (hereinafter “County”) and Shelby County Schools (hereinafter “SCS”).

WHEREAS, The initial Agreement to which this Amendment pertains was adopted by the Shelby County Commissioners on June 11, 2007 Item # 16 (hereinafter the “Agreement”), and

WHEREAS, the Agreement pertains to nursing services provided to SCS by the County, and

WHEREAS, the Agreement is identified as Shelby County contract no. CA096211. The term of the Agreement was July 1, 2007 until June 30, 2008, with an option to extend the Agreement for three (3) additional one-year periods upon mutual written agreement of the Parties, and

WHEREAS, the Parties previously extended the Agreement in an amendment signed October 24, 2008 by The Mayor (Shelby County contract no. CA096211-1) in which the amount was increased to a sum for no more than One Million, Eight Hundred Seventy-Four Thousand, Five Hundred Twenty-Three Dollars and 00/100 (\$1,874,523.00), and

WHEREAS, the parties now desire to enter into this second amendment to renew the Agreement, incorporating the terms of the first amendment, for the period, beginning July 1, 2009 until June 30, 2010,

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2009 until June 30, 2010.

2. Shelby County Schools will pay Shelby County Government the amount of One Million, Eight Hundred Seventy-Four Thousand, Five Hundred Twenty-Three Dollars and 00/100 (\$1,874,523.00) for this renewal period, payable in accordance with the terms of the.
3. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.
4. This amendment shall be subject to the adoption of the Fiscal Year 2009-2010 Operating budget of Shelby County Schools by the Shelby County Commission and contingent upon the allocation of the 2009-2010 Shelby County Schools budget to Shelby County Schools.

**IN WITNESS WHEREOF, the parties have executed this agreement on the _____
Day of _____, 2009.**

By:_____
Dr. _____, Superintendent
Shelby County Schools

By:_____
A C Wharton, Jr., Mayor
Shelby County

Date:_____

Date:_____

**MEMPHIS & SHELBY COUNTY
HEALTH DEPARTMENT**

**APPROVED AS TO FORM
AND LEGALITY**

By:_____
Yvonne S. Madlock, Director

By:_____
**Contract Administrator/
Assistant County Attorney**

Date:_____

Date:_____

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be president (or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument) of _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____